

480900 B-947 P-510 07/24/95 02:50P PG 1 OF 4 REC DOC NOT
MILDRED ALSDORF GARFIELD COUNTY CLERK AND RECORDER 21.00

AGREEMENT

THIS AGREEMENT is made this 25th day of April, 1995, by and between CRYSTAL RIVER LIMITED PARTNERSHIP (hereinafter "Crystal River") and HENDRICK RANCH ASSOCIATES LLC (hereinafter "Hendrick Ranch").

Recitals

1. Hendrick Ranch is the developer of the Hendrick Ranch Subdivision located within the Town of Carbondale, Colorado.

2. Crystal River is the developer of the Gray Ranch project proposed for development on property recently annexed to the Town of Carbondale.

3. Hendrick Ranch has heretofore entered into a Subdivision Improvements Agreement (hereinafter "SIA") with the Town of Carbondale which, *inter alia*, obligated Hendrick Ranch to upgrade certain water and sewer infrastructure facilities for the benefit of the developer of future projects which might make use of such upgraded facilities, including, without limitation, the Gray Ranch. The SIA, at paragraph 18 thereof, itemizes the expenses to be incurred for the infrastructure upgrade and provides that Hendrick Ranch shall be entitled to reimbursement of such costs from future users of the upgraded facilities, including, without limitation, the Gray Ranch.

4. In connection with approval of Phase II of the Hendrick Ranch Subdivision, Hendrick Ranch has requested amendment to the SIA in order to include as an additional reimbursable expense certain unforeseen costs incurred by Hendrick Ranch in upgrading the utility infrastructure and to clarify the time at which such expenses would be reimbursed to Hendrick Ranch.

5. Crystal River has no objection to the amendment of the SIA, or to the insertion of a controlling provision in the Subdivision Improvements Agreement for Phase II of the Hendrick Ranch Subdivision, provided such amendment or controlling provision contains the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the keeping and performance of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The parties agree that the following terms and conditions shall control the reimbursement to Hendrick Ranch by Crystal River

AGREEMENT

Crystal River Limited Partnership
and Hendrick Ranch Associates LLC

Page 1 of 4

Hendrick Ranch Assoc
925 Chattfield Rd
Aspen CO 81611

2100

or other potentially benefitted users of the costs associated with upgrading certain sewer and water infrastructure utility facilities:

a. Amount of reimbursable expenses. Hendrick Ranch shall be entitled to reimbursement for certain expenses that it has incurred in upgrading the water and sewer infrastructure. Such expenses are itemized as follows:

i. Oversizing water line:	\$1,992.00
ii. 10" water line interconnection:	\$54,350.00
iii. Oversizing water line (Highway 133):	\$485.00
iv. Oversizing sewer line:	\$20,120.00
v. Sewer line interceptor:	\$9,600.00
vi. Unforeseen rock excavation:	\$43,525.26
TOTAL REIMBURSABLE EXPENSES:	\$130,072.26

b. Method of payment of total reimbursable expenses. The total amount of the reimbursable expenses as itemized above shall be subject to the procedures set forth in Section 13.20.050 of the Carbondale Municipal Code, which shall apply to the Hendrick Ranch Subdivision; provided, however, that the total amount of reimbursable expenses shall be paid as follows:

i. Crystal River shall pay to Hendrick Ranch fifty percent (50%) thereof at the time that Crystal River records the first final plat for any phase of the Gray Ranch development.

ii. The remaining fifty percent (50%) of the total reimbursable expenses shall be paid by Crystal River to Hendrick Ranch no later than ninety (90) days after the date on which the first final plat for any phase of the Gray Ranch is recorded. The portion of the total reimbursable expenses that are deferred under this subparagraph shall accrue interest at the prime rate established by Chase Manhattan Bank, New York, New York, from the date of recording the first final plat for any phase of the Gray Ranch until such amount is paid in full. Crystal River shall be entitled to pay such deferred amount of total reimbursable expenses at any time prior to the due date without penalty.

2. Upon the request of Crystal River, Hendrick Ranch shall provide Crystal River with receipts or other evidence that Hendrick Ranch has in fact incurred and paid the total amount of reimbursable expenses as itemized herein. In the event Hendrick Ranch shall have realized any cost savings and not have actually incurred or paid the reimbursable expenses as estimated herein, then the amount of reimbursable expenses due under this Agreement shall be reduced accordingly.

3. Nothing in this Agreement shall be construed so as to preclude Crystal River from seeking reimbursement from developers or projects not party to this Agreement of all or a portion of the expenses reimbursed to Hendrick Ranch under this Agreement in the event it is determined that such other developers or projects receive benefit from the upgraded utility facilities which are the subject of this Agreement.

4. Upon the execution of this Agreement, the parties hereto shall advise the Town of Carbondale of their Agreement and shall jointly request that the terms and conditions of this Agreement shall be added either as an amendment to the existing SIA or as a controlling provision to any Subdivision Improvements Agreement for Phase II of the Hendrick Ranch, and shall thereafter control the rights and obligations of the parties hereto with respect to the subject matter hereof.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CRYSTAL RIVER LIMITED PARTNERSHIP

By Dell W. Pelt KAS 6/12/95

HENDRICK RANCH ASSOCIATES LLC

By [Signature]

